Case 19-41018 Doc 19 Filed 06/25/19 Entered 06/25/19 14:03:05 Desc Main Document Page 1 of 9

Fill i	Fill in this information to identify your case:					For amended plans only:			
IN T	THE	JNITED ST	ATES BANK	KRUPTCY COURT		eck if this amende confirmation hear	d plan is filed prior to ring.		
			N DISTRICT			d plan is filed in			
			_			denial order or a nted as an initial			
Debto	r 1	Jolanna First Name	F. Middle Name	Hudson Last Name		nial.			
Debto	r 2						been changed by		
(filing	spouse)	First Name	Middle Name	Last Name	this amen	ded plan:			
Case	number:	19-41018							
TVE	2 1 000	J Form 201 <i>E</i>							
IVE	5 LOCa	al Form 3015		HAPTER 13 PLAN					
			Ci	IAFILK IJFLAN			Adopted: Dec 2017		
Part	1: N	otices							
* The u		some cases, but a circumstances. It list (matrix) of cr a Certificate of S served. The most ingular term "Debtor" in Your rights may	the presence of an op When you file this Plateditors as constitute ervice affixed to this st current matrix in the on this Plan includes both of the affected by this p	n seeking an initial confirmation order tion on the form does not indicate that an, you must serve a copy of it upoed by the Court on the date of service document that attaches a copy of his case is available under the "Relebtors when the case has been initiated by olan. Your claim may be reduced, in discuss it with your attorney if you have	It the option in each party ce and evide the matrix coorts" tab or the filing of a join odified, or	s appropriate in your listed on the material ence that service of creditors which if the CM-ECF system petition by spouse eliminated.	ster mailing through you tem.		
		If you oppose any confirmation of th confirmation hear objection period r	is Plan. An objection ing. That date is listen ay be extended to 7 of	sult one. t of your claim as outlined in this plan to confirmation must be filed at least d in ¶ 9 of the <i>Notice of Chapter 13 E</i> days prior to the confirmation hearing onfirm this plan without further notice	14 days be Bankruptcy Country under the co	efore the date set fase issued in this reumstances spec	or the plan case. The ified in LBR		
		a proof of claim Bankruptcy Case	in order to be paid ur issued in this case.	the Debtor's matrix of creditors or in nder this Plan. The deadline for filing Disbursements on allowed claims will of the Plan. See § 9.1.	claims is list	ted in ¶ 8 of the No	otice of Chapter 13		
			is checked as "Not l	ch line to state whether or not the Included" or if both boxes are chec					
1.1	the value	e of property cons n, which may resu	tituting collateral for	laim through a final determination or such claim, as set forth in § 3.10 on tor no payment at all to the secur	of	☐ Included	✓ Not included		
1.2		ce of a judicial lie as set forth in § 3	•	ry, nonpurchase-money security		✓ Included	☐ Not included		
1.3	Potentia	Il termination and	removal of lien base	d upon alleged unsecured status o	f	☐ Included	√ Not included		

☐ Not included

✓ Included

claim of lienholder, as set forth in § 3.11 of this Plan.

Nonstandard provisions as set forth in Part 8.

1.4

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Case number 19-41018

Debtor	Jolanna F. Hudson Case number 19-41018
Part	2: Plan Payments and Length of Plan
2.1	The applicable commitment period for the Debtor is months.
2.2	Payment Schedule.
	Unless the Court orders otherwise, beginning on the 30th day after the Petition Date* or the entry date of any order converting this case to Chapter 13, whichever is later, the Debtor will make regular payments to the Trustee throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of:
	* The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case.
	Constant Payments: The Debtor will pay per month for months.
	Variable Payments: The Debtor will make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in Exhibit A to this Order and are incorporated herein for all purposes.
2.3	Mode of Payment. Regular payments to the Trustee will be made from future income in the following manner:
	[Check one]
	Debtor will make payments pursuant to a wage withholding order directed to an employer.
	Debtor will make electronic payments through the Trustee's authorized online payment system.
	Debtor will make payments by money order or cashier's check upon written authority of the Trustee.
	Debtor will make payments by other direct means only as authorized by motion and separate court order.
2.4	Income tax refunds.
	In addition to the regular monthly payments to the Trustee, and in the absence of a court order to the contrary, the Debtor is required to:
	(1) supply a copy of each federal income tax return, including all supporting schedules, filed during the Plan Term to the Trustee within 14 days of filing the return; and
	(2) remit to the Trustee within 14 days of receipt all federal income tax refunds received by each Debtor during the plan term which will be added to the plan base; provided, however, that the Debtor may retain from each such refund up to \$2,000.00 in the aggregate on an annual basis if the Debtor is current on the payment obligations to the Trustee under this Plan at the time of the receipt of such tax refund.
	The Debtor hereby authorizes the Trustee to endorse any federal income tax refund check made payable to the Debtor during the plan term.
2.5	Additional payments. [Check one]
	None. If "None" is checked, the rest of § 2.5 need not be completed.
2.6	Plan Base.
	The total amount due and owing to the Trustee under §§ 2.2 and 2.5 is
Part	3: Treatment of Secured Claims
3.1	Post-Petition Home Mortgage Payments. [Check one]
	No Home Mortgage. If "No Mortgage" is checked, the remainder of § 3.1 need not be completed.
	Home Mortgage Maturing Before or During Plan Term. If "Mortgage Maturing" is checked, the claim will be addressed in § 3.4. The remainder of § 3.1 need not be completed.

Jolanna F. Hudson

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Debtor	Jolanna F. Hudson	Case number	19-41018
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Direct Home Mortgage Payments by Debtor Required.

On the Petition Date, the Debtor owed the following claims secured only by a security interest in real property that is the Debtor's principal residence. The listed monthly payment amount is correct as of the Petition Date. Such mortgage claims (other than related Cure Claims addressed in § 3.2), shall be paid directly by the Debtor in accordance with the pre-petition contract, including any rate changes or other modifications required by such documents and noticed in conformity with any applicable rules, as such payments become due during the Plan Term. The fulfillment of this requirement is critical to the Debtor's reorganization effort.

Any failure by the Debtor to maintain payments to a mortgage creditor during the Plan Term may preclude confirmation of this Plan and, absent a subsequent surrender of the mortgage premises, may preclude the issuance of any discharge order to the Debtor under § 1328(a).* The Trustee will monitor the Debtor's fulfillment of this direct payment obligation ("DPO").

*All statutory references contained in this Plan refer to the Bankruptcy Code, located in Title 11, United States Code.

Mortgage Lienholder	Property Address	Monthly Payment Amount by Debtor	Due Date of Monthly Payment
1. 21st Mortgage	Homestead	\$1,030.75 Amount inc: Tax Escrow Insurance Escrow Other	1st

3.2 Curing Defaults and Maintenance of Direct Payment Obligations. [Check one]

	None.	If "None" is checked,	the remainder of § 3.2	need not be complete	a
--	-------	-----------------------	------------------------	----------------------	---

Cure Claims. On the Petition Date, the Debtor was delinquent on payments to satisfy certain secured claims or upon obligations arising under an executory contract or an unexpired lease that the Debtor has elected to assume under § 6.1 of this Plan. While remaining current on all direct payment obligations (future installment payments) as each comes due under the applicable contractual documents during the plan term (a "DPO"), the Debtor shall cure all such delinquencies through the Plan as listed below (a "Cure Claim"). Each listed claims constitutes a separate class. The total amount of each allowed Cure Claim will be paid in full by the Trustee. The Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each Cure Claim listed below until such time as the allowed amount of each Cure Claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected Cure Claim amount listed below. No interest will be paid on any Cure Claim in the absence of documentary proof that the applicable contractual documents entitle the claimant to receive interest on unpaid interest.

If the automatic stay is terminated as to the property for which a Cure Claim exists at any time during the Plan Term, the next distribution by the Trustee on such Cure Claim shall be escrowed pending any possible reconsideration of the stay termination. If the stay termination is reversed by agreement or by court order, then the single escrowed distribution shall be released to the holder of the Cure Claim and regular distributions on that Cure Claim shall be reinstituted. In the event that the stay termination remains in effect on the second distribution date after the stay termination, the escrowed funds shall be released for distribution to other classes under this Plan and the Cure Claim shall thereafter be addressed solely under applicable state law procedures and will no longer be treated by the Plan. The completion of payments contemplated in this subsection constitutes a cure of all defaults of the Debtor's obligation to each listed claimant.

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Debtor Jolanna F. Hudson Case number 19-41018

	Claimant	Collateral/Property/Contract Description	Debtor's DPO Amount	Projected Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee
1. 21st	Mortgage	Homestead	\$1,030.75	\$10,313.76	0.00%	Pro-Rata	\$10,313.76
☐ Debt Maturing During Plan Term. ☐ Debt Maturing After Completion of Plan Term. ☐ Curing Assumed Executory Contract or Lease Obligation Pursuant to § 6.1.							
3.3	Secured Claims Protected	I from § 506 Bifurcation. [Check	k one]				
	None. If "None" is che	ecked, the remainder of § 3.3 need	d not be complete	ed.			
3.4	Secured Claims Subject to	o § 506 Bifurcation.					
	[Check one]						
	None. If "None" is che	ecked, the remainder of § 3.4 need	d not be complete	ed.			
3.5	Direct Payment of Secure	d Claims Not in Default. [Check	one]				
	None. If "None" is che	ecked, the remainder of § 3.5 need	d not be complete	ed.			
3.6	Surrender of Property. [0	Check one]					
	None. If "None" is che	ecked, the remainder of § 3.6 need	d not be complete	ed.			
3.7	Lien Retention.						
	The holder of a lien securing payment of a claim addressed in §§ 3.1 or 3.2 of this Plan shall retain its lien until the indebtedness secured by such lien is totally satisfied as determined under applicable non-bankruptcy law. The holder of a lien securing payment of any other allowed secured claim that is governed by this Plan shall retain its lien until the earlier of: (1) the total satisfaction of the indebtedness secured by the lien as determined under applicable non-bankruptcy law; or (2) the entry of a discharge order in favor of the Debtor under § 1328(a). In each instance, the provisions of this subsection may be superseded by a subsequent order of the Court.						
3.8	Maintenance of Insurance	and Post-Petition Taxes Upon	Retained Collate	eral.			
	For all property that secures the payment of an indebtedness and which is proposed to be retained by the Debtor under this Plan, the Debtor must maintain insurance coverage as required either by the applicable contractual documents governing the indebtedness or as may be directed by the Trustee. The Debtor must also pay all ad valorem taxes on property proposed to be retained by the Debtor under this Plan as they come due in the post-petition period. Such payment shall be tendered to the appropriate taxing authorities in accordance with applicable non-bankruptcy law on or before the last date on which such taxes may be paid without penalty.						
3.9	Lien avoidance. [Check	one]					
	■ None. If "None" is checked, the remainder of § 3.9 need not be completed.						

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Debtor	Jolanna F. Hudson	Case number	19-41018
			•

The remainder of this subsection will be effective only if the "Included" box is checked in § 1.2 of this Plan.

Further, the invocation of this subsection mandates an evidentiary hearing on the "call" docket of the Court at which the Debtor must demonstrate: (1) service of this Plan upon any claimant affected by this subsection in strict compliance with the requirements of Bankruptcy Rule 7004 for service of a summons and a complaint, including service upon any attorney for such claimant listed in the referenced abstract of judgment or other lien identification documents; and (2) an entitlement to the relief sought, including that the claims of exemption relied upon by the Debtor have, in fact, been sustained.

§ 522(f) Avoidance. The judicial liens or nonpossessory, non-purchase money security interests securing the claims listed below impair exemptions to which the Debtor would have been entitled under 11 U.S.C. § 522(b). Unless otherwise ordered by the Court, a judicial lien or security interest securing a claim listed below will be avoided to the extent that it impairs such exemptions upon entry of the order confirming the plan. The amount of the judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim as if set forth in § 3.4 of the Plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d).

If more than one judicial lien or security interest is to be avoided, provide the information separately for each lien.

Column A: Information Regarding Judicial Lien or Security Interest	Column B: Calculation of Lier	Column C: Treatment of Remaining 506 Claim	
Lienholder Discover Bank	b. Amount of all other liens \$92,494.85 c. Value of claimed exemptions \$15,827.15 d. Total of adding lines a, b, and c e. Value of debtor's interest in property \$110,822.00 f. Subtract line e from line d. \$3,058.52 Extent of exemption impairment [check applicable box]: Line f is equal to or greater than line a. The entire lien is avoided. [Do not complete Column C] Line f is less than line a.		Amount of 506 Claim after avoidance (line a minus line f) \$0.00
Collateral Abstract of Judgment			Plan Interest Rate 0.00% EMP by Trustee:
✓ Judicial Lien Non-PMSI Lien identification (if judicial lien, attach abstract of judgment.)			EMP beginning Month EMP ending Month Projected Total Payment by Trustee: \$0.00
3.11 Lien Removal Based Upon	ked, the remainder of § 3.10 need not be com		

4.1 General

Part 4:

All allowed priority claims, other than those particular domestic support obligations treated in § 4.5, will be paid in full without post-confirmation interest. Where applicable, the Trustee is authorized to initiate monthly payments on an interim basis based upon the projected amount of each priority claim listed below until such time as the allowed amount of each priority claim is established by the filing of a proof of claim in accordance with the Bankruptcy Rules. The amount listed in that proof of claim, or the final determination by the Court of any objection thereto, shall control over any projected priority claim amount listed below.

Treatment of Administrative Expenses, DSO Claims and Other Priority Claims

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Debtor	tor Jolanna F. Hudson Case nu	mber 19-41018
4.2	2 Trustee's Fees.	
	The Trustee's fees are fixed by the United States Trustee pursuant to the provisions of 28 U.S.C. shall be promptly collected and paid from all plan payments received by the Trustee.	§ 586(e)(2) and, pursuant thereto,
4.3	3 Attorney's Fees.	
	\$1,000.00 was paid to the Debtor's attorney prior to the Petition Date. The allowed bathe Trustee from the remaining available funds after the payment of required adequate protection	
	of this Plan.	a determined by
	The allowed balance of attorney's fees to be awarded to the Debtor's attorney in this case shall be	e determined by:
	☐ LBR 2016(h)(1);	
	LBR 2016(h)(1): If the attorney's fee award is determined by the benchmark amounts at shall be the amount designated in LBR 2016(h)(1)(A) unless a certification is filed by the rendition of legal services pertaining to automatic stay litigation occurring during the Benchule. The Trustee is authorized to make the benchmark fee calculation and to recognize of the benchmark amount in this case without the necessity of court order. No business fee shall be recognized unless a business case designation is granted on or before initial	Debtor's attorney regarding the chmark Fee Period outlined in that local the proper enhancement or reduction case supplement to the benchmark I confirmation of the Plan.
	Fee Application: If the attorney's fee award is determined by the formal fee application filed no later than 30 days after the expiration of the Benchmark Fee Period outlined is filed within that period, the determination of the allowed amount of attorney's fees to the benchmark amounts authorized by LBR 2016(h)(1) without the necessity of any further m Trustee shall adjust any distributions in this class accordingly.	I in LBR 2016(h)(1). If no application e Debtor's attorney shall revert to the
4.4	4 Priority Claims: Domestic Support Obligations ("DSO"). [Check one]	
	None. If "None" is checked, the remainder of § 4.4 need not be completed.	
4.5	Priority Claims: DSO Assigned/Owed to Governmental Unit and Paid Less Than Full Amou	nt. [Check one]
	None. If "None" is checked, the remainder of § 4.5 need not be completed.	
4.6	6 Priority Claims: Taxes and Other Priority Claims Excluding Attorney's Fees and DSO Claim	ns. [Check one]
	None. If "None" is checked, the remainder of § 4.5 need not be completed.	
Part	art 5: Treatment of Nonpriority Unsecured Claims	
5.1	1 Specially Classed Unsecured Claims. [Check one]	
	None. If "None" is checked, the remainder of § 5.1 need not be completed.	
5.2	2 General Unsecured Claims.	
	Allowed nonpriority unsecured claims shall comprise a single class of creditors and will be paid:	
	100% + Interest at;	
	100% + Interest at with no future modifications to treatment under this su	ubsection;
	Pro Rata Share: of all funds remaining after payment of all secured, priority, and specially	classified claims.

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Debtor	Jolanna F. Hudson	Case number 19-41018
5.3	Liquidation Analysis: Unsecured Claims Under Parts 4 and 5. If the bankruptcy estate of the Debtor was liquidated under Chapter 7 of the Bankru under Part 4 of this Plan and the holders of nonpriority unsecured claims under Part approximately	rt 5 of this Plan would be paid an aggregate sum of selected under Parts 4 and 5 of this Plan, the
Part		
rart	6: Executory Contracts and Unexpired Leases	
6.1	General Rule - Rejection. The executory contracts and unexpired leases of the E All other executory contracts and unexpired leases of the Debtor are REJECTED .	Debtor listed below are ASSUMED .
	[Check one.]	
	None. If "None" is checked, the remainder of § 6.1 need not be completed.	
Part	7: Vesting of Property of the Estate	
7.1	Property of the estate will vest in the Debtor only upon the entry of an order for disc court order to the contrary.	charge pursuant to § 1328, in the absence of a
Part	8: Nonstandard Plan Provisions	
	None. If "None" is checked, the rest of Part 8 need not be completed.	
includ	er Bankruptcy Rule 3015(c), nonstandard provisions <u>must</u> be set forth below. A non- ded in the Official TXEB Form or any deviation from it. <i>Any nonstandard provision so</i> w, any nonstandard provision is void unless the "Included" box is checked in § 1.4	et out elsewhere in this Plan is void. Even if set forth
For p	-Standard Provision - Request to Incur Debt tor(s) may not incur any post-petition consumer debt, except upon writ purchase of a car: limit of \$20,000.00 financed with monthly payment nepurchase of home: limit of \$250,000.00 financed with total monthly paymed \$2,500.00 tor(s) must be current on plan payments and provide an amended budgetors.	ot to exceed \$500.00 ment including taxes and insurance not to
The	ated income information. Trustee cannot approve any request that exceeds the current budget e tor(s) must file a motion to incur debt if the request does not fall within	· ·
Part	9: Miscellaneous Provisions	
9.1	Effective Date. The effective date of this Plan shall be the date upon which the one nonappealable order.	order confirming this Plan becomes a final,
9.2	Plan Distribution Order. Unless the Court orders otherwise, disbursements by th order: (1) Trustee's fees under § 4.2 upon receipt; (2) adequate protection paymer under § 4.3; (4) secured claims under §§ 3.2, 3.3 and 3.4 concurrently; (5) DSO pr (6) non-DSO priority claims under § 4.6; (7) specially classed unsecured claims un § 5.2.	nts under §§ 3.3 and 3.4; (3) allowed attorney fees riority claims under §§ 4.4 and 4.5 concurrently;
9.3	Litigation Proceeds. No settlement of any litigation prosecuted by the Debtor du consent of the Chapter 13 Trustee and, except as otherwise authorized by the Trustettorney for the Debtor, shall be immediately tendered to the Chapter 13 Trustee for the Debtor, with the remainder of the funds dedicated as an additional component of	stee, all funds received by the Debtor, or any or satisfaction of any authorized exemption claim of

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Debtor	Jolanna F. Hudson	Case number 19-41018
Part	10: Signatures	
X <u>/</u>	s/ Richard Pelley	Date 06/25/2019
Sign	nature of Attorney for Debtor(s)	
X <u>/</u>	s/ Jolanna F. Hudson	Date 06/25/2019
Х		Date
and any	order of the provisions in this Chapter 13 plan a	or any self-represented Debtor certifies to the Court that the wording are identical to those contained in TXEB Local Form 3015-a, other than that the foregoing proposed Plan contains no nonstandard provisions
Part	11: Certificate of Service to Matrix as	Currently Constituted by the Court
	ited by the Court on the date of service either by ma	s served upon all of the parties as listed on the attached master mailing list (matrix) as ailing a copy of same to them via first class mail and/or electronic notification on
		/s/ Richard Pelley
		Richard Pelley

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF TEXAS SHERMAN DIVISION

IN RE: Jolanna F. Hudson CASE NO 19-41018

Debtor(s) CHAPTER 13

EXHIBIT "A" - VARIABLE PLAN PAYMENTS

PROPOSED PLAN OF REPAYMENT (VARIABLE PAYMENTS INTO THE PLAN)

Mon	th / Due Date	Payment	<u>Mon</u>	th / Due Date	Payment	<u>Mon</u>	th / Due Date	<u>Payment</u>
1	05/16/2019	\$100.00	21	01/16/2021	\$255.00	41	09/16/2022	\$255.00
2	06/16/2019	\$100.00	22	02/16/2021	\$255.00	42	10/16/2022	\$255.00
3	07/16/2019	\$100.00	23	03/16/2021	\$255.00	43	11/16/2022	\$255.00
4	08/16/2019	\$255.00	24	04/16/2021	\$255.00	44	12/16/2022	\$255.00
5	09/16/2019	\$255.00	25	05/16/2021	\$255.00	45	01/16/2023	\$255.00
6	10/16/2019	\$255.00	26	06/16/2021	\$255.00	46	02/16/2023	\$255.00
7	11/16/2019	\$255.00	27	07/16/2021	\$255.00	47	03/16/2023	\$255.00
8	12/16/2019	\$255.00	28	08/16/2021	\$255.00	48	04/16/2023	\$255.00
9	01/16/2020	\$255.00	29	09/16/2021	\$255.00	49	05/16/2023	\$255.00
10	02/16/2020	\$255.00	30	10/16/2021	\$255.00	50	06/16/2023	\$255.00
11	03/16/2020	\$255.00	31	11/16/2021	\$255.00	51	07/16/2023	\$255.00
12	04/16/2020	\$255.00	32	12/16/2021	\$255.00	52	08/16/2023	\$255.00
13	05/16/2020	\$255.00	33	01/16/2022	\$255.00	53	09/16/2023	\$255.00
14	06/16/2020	\$255.00	34	02/16/2022	\$255.00	54	10/16/2023	\$255.00
15	07/16/2020	\$255.00	35	03/16/2022	\$255.00	55	11/16/2023	\$255.00
16	08/16/2020	\$255.00	36	04/16/2022	\$255.00	56	12/16/2023	\$255.00
17	09/16/2020	\$255.00	37	05/16/2022	\$255.00	57	01/16/2024	\$255.00
18	10/16/2020	\$255.00	38	06/16/2022	\$255.00	58	02/16/2024	\$255.00
19	11/16/2020	\$255.00	39	07/16/2022	\$255.00	59	03/16/2024	\$255.00
20	12/16/2020	\$255.00	40	08/16/2022	\$255.00	60	04/16/2024	\$255.00